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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

RICARDO NOVELLA, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

RJM VALLEJO MINI MARKET, INC., a California corporation; MJM VALLEJO MINI-MARKET INC., a California corporation; VALLEJO MINI-MARKET & GAS STATION INC., a California corporation; and MARTIN VALLEJO, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01312351-CU-OE-CXC

[Assigned for all purposes to Hon. Melissa R. McCormick in Dept. CX105]

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT

1 This Court, having considered the Motion of plaintiff Ricardo Novella (“Plaintiff”) for
2 Preliminary Approval of the Class and Representative Action Settlement, the First Amended Class
3 and PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”),
4 the Notice of Proposed Class Action Settlement (“Class Notice”), and all other documents and
5 declarations submitted in support of the motion, hereby orders as follows:

6 1. The definitions in the Settlement Agreement, a copy of which is attached hereto as
7 Exhibit 1, are incorporated by reference into this Order; all terms defined therein shall have
8 the same meaning in this Order.

9 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
10 Class Members” or “Class Members”) for the purpose of settlement only: all persons
11 currently or formerly employed by defendants MJM Vallejo Mini-Market, Inc., RJM Vallejo
12 Mini-Market, Inc. and Martin Vallejo (“Defendants”), as non-exempt, hourly-paid employees
13 in the State of California during the period from March 14, 2019, through November 22, 2024
14 (“Class Period”).

15 3. The Court preliminarily appoints the named plaintiff Ricardo Novella as Class
16 Representative. The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel
17 of Bibiyan Law Group, P.C. as Class Counsel.

18 4. The Court preliminarily approves the proposed class settlement on the terms and
19 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis,
20 that the settlement appears to be within the range of reasonableness of a settlement that could
21 ultimately be given final approval by the Court. It appears to the Court on a preliminary basis
22 that the settlement amount is fair, adequate, and reasonable as to all potential class members.

23 5. The Court approves, as to form and content, the Class Notice Packet attached hereto
24 as Exhibit 2. A Spanish-language translation of the Class Notice Packet is attached hereto as
25 Exhibit 3.

26 6. The Court orders the mailing of the Class Notice by first-class regular U.S. mail to
27 the Class Members in accordance with the procedures set forth in the Settlement Agreement.
28 The Court finds that dissemination of the Class Notice set forth in the Settlement Agreement

1 complies with the requirements of law and appears to be the best notice practicable under the
2 circumstances.

3 7. The Gross Settlement Amount is \$650,000.00. The court preliminarily approves
4 the following deductions from the Gross Settlement Amount: (i) attorneys' fees not to exceed
5 \$195,000.00; (ii) attorneys' costs not to exceed \$20,000.00; (iii) an enhancement award to
6 plaintiff not to exceed \$5,000.00; (iv) settlement administration costs not to exceed \$6,950.00;
7 and (v) total Private Attorneys' General Act of 2004 ("PAGA") penalties of \$20,000.00, of
8 which \$15,000.00 (75%) will be paid to the Labor and Workforce Development Agency
9 ("LWDA") and \$5,000.00 (25%) to the Aggrieved Employees.

10 8. "Aggrieved Employees" means all persons currently or formerly employed by
11 Defendants as non-exempt, hourly-paid employees in the State of California during the period
12 from January 8, 2022 through the end of the Class Period ("PAGA Period").

13 9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
14 paid separately by Defendants on the wages portion of the Gross Settlement Amount as set
15 forth in the Settlement Agreement.

16 10. The Court preliminarily appoints ILYM Group, Inc. ("Settlement Administrator" or
17 "ILYM" or "Administrator") as the Settlement Administrator.

18 11. The Court orders the Parties and the Settlement Administrator to carry out their
19 duties and obligations in accordance with the terms of the Settlement Agreement.

20 12. The Court retains jurisdiction to enforce the settlement pursuant to the Code of
21 Civil Procedure section 664.6.

22 13. A Approval Hearing is scheduled for on October 1, 2026 at 2:00 p.m. in
23 Department CX105 of the above-entitled Court to determine: (1) whether the proposed
24 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2)
25 the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of
26 service award to the Class Representative; (4) the amount to be paid to the Settlement
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Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees. The motion for final approval shall be filed and served at least 16 court days before the hearing.

IT IS SO ORDERED.

Dated: May 15, 2026



Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 1

1 **BIBIYAN LAW GROUP, P.C.**
David D. Bibiyán (SBN 287811)
2 *david@tomorrowlaw.com*
Vedang J. Patel (SBN 328647)
3 *vedang@tomorrowlaw.com*
Brandon Chang (SBN 316197)
4 *brandon@tomorrowlaw.com*
1460 Westwood Boulevard
5 Los Angeles, California 90024
Telephone: (310) 438-5555
6 Facsimile: (310) 300-1705

7 Attorneys for Plaintiff, RICARDO NOVELLA, and
on behalf of himself and all others similarly situated and aggrieved

8 **FISHER & PHILLIPS LLP**
Christine D. Baran (SBN 158603)
9 *cbaran@fisherphillips.com*
Joshua Klein (SBN 322099)
10 *jdklein@fisherphillips.com*
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11 Irvine, California 92614
Telephone: (949) 851-2424
12 Facsimile: (949) 851-0152

13 Attorneys for Defendants, RJM VALLEJO MINI MARKET, INC., MJM VALLEJO MINI-
14 MARKET INC., VALLEJO MINI-MARKET & GAS STATION INC., and MARTIN
VALLEJO

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF ORANGE**

18 RICARDO NOVELLA, an individual, and on
behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 RJM VALLEJO MINI MARKET, INC., a
California corporation; MJM VALLEJO
22 MINI-MARKET INC., a California
corporation; VALLEJO MINI-MARKET &
23 GAS STATION INC., a California
corporation; and MARTIN VALLEJO, an
24 individual; and DOES 1 through 100,
25 inclusive

26 Defendants.
27
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CASE NO.: 30-2023-01312351-CU-OE-CXC
[Assigned for all purposes to the Hon. Melissa
R. McCormick in Dept. CX105]

**FIRST AMENDED CLASS AND PAGA
SETTLEMENT AGREEMENT**

Action Filed: June 27, 2023
Trial Date: None Set

1 Subject to final approval by the Court, it is stipulated by and between Plaintiff Ricardo
2 Novella (“Plaintiff”), on behalf of himself, other similarly situated putative class members and
3 other aggrieved employees, on the one hand, and Defendants MJM Vallejo Mini-Market, Inc.,
4 RJM Vallejo Mini-Market, Inc., and Martin Vallejo (collectively, “Defendants”), on the other
5 hand, that the Action as defined herein is hereby compromised and settled pursuant to the terms
6 and conditions set forth herein (“Settlement,” “Agreement” or “Settlement Agreement”). The
7 Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

8 **1. DEFINITIONS**

9 1.1. “Action” herein includes: (1) the Class Action lawsuit filed by Plaintiff on March 14,
10 2023, entitled *Ricardo Novella v. RJM Vallejo Mini Market, Inc., et al.*, currently pending in
11 Orange County Superior Court, Case No. 30-2023-01312351-CU-OE-CXC (the “Class Action
12 Complaint”); (2) Plaintiff’s First Amended Complaint filed on June 27, 2023, which includes a
13 cause of action for Violation of the California Labor Code Private Attorneys General Act
14 (PAGA) of 2004, and subject to the Court’s November 28, 2023, Order dismissing (without
15 prejudice) Plaintiff’s Fifth Cause of Action for Waiting Time Penalties, Ninth Cause of Action
16 for Failure to Pay Interest on Depositions, and Tenth Cause of Action for Violation of Labor
17 Code § 227.3, and the Court’s December 12, 2023, Order dismissing (without prejudice)
18 defendant Vallejo Mini-Market & Gas Station Inc (the “FAC”); and (3) the written notice to the
19 Labor and Workforce Development Agency (“LWDA”) submitted by Plaintiff against
20 Defendants on March 14, 2023, pursuant to Labor Code section 2699.3 of the specific provisions
21 of the California Labor Code alleged to have been violated by Defendants, LWDA-CM-941993-
22 23 (the “PAGA Notice”).

23 1.2. “Administrator” means ILYM Group, Inc., the neutral entity Plaintiff has agreed to
24 appoint to administer the Settlement.

25 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
26 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
27 with the Administrator’s “not to exceed” bid submitted to the Court for approval in connection
28 with Preliminary Approval of the Settlement.

1 1.4. "Aggrieved Employees" means all persons currently or formerly employed by
2 Defendants as non-exempt, hourly-paid employees in the State of California during the PAGA
3 Period.

4 1.5. "Class" or "Settlement Class" means all persons currently or formerly employed by
5 Defendants, as non-exempt, hourly-paid employees in the State of California during the Class
6 Period.

7 1.6. "Class Counsel" means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
8 P.C.

9 1.7. "Class Counsel Fees Payment" means the amount that the Court awards Class Counsel in
10 reasonable attorneys' fees in connection with the Action, not to exceed 30% of the Gross
11 Settlement Amount. If the Court awards less than the amount requested, any amount not awarded
12 will become part of the Net Settlement Amount for distribution to Participating Class Members.

13 1.8. "Class Counsel Litigation Expenses Payment" means the amount that the Court awards
14 Class Counsel in expenses incurred in connection with the Action, not to exceed Thirty Thousand
15 Dollars and Zero Cents (\$30,000.00). If the Court awards less than the amount requested, any
16 amount not awarded will become part of the Net Settlement Amount for distribution to
17 Participating Class Members.

18 1.9. "Class Data" means Class Member identifying information in Defendants' custody,
19 possession, or control, including the Class Member's (1) the full name; (2) last known
20 address(es); (3) last four digits of the last known Social Security Number(s); and (4) the dates of
21 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

22 1.10. "Class Member" or "Settlement Class Member" means a member of the Class, as either
23 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
24 Class Member who qualifies as an Aggrieved Employee) during the Class Period.

25 1.11. "Class Member Address Search" means the Administrator's investigation and search for
26 current Class Member mailing addresses using all reasonably available sources, methods and
27 means including, but not limited to, the National Change of Address database, skip traces, and
28 direct contact by the Administrator with Class Members.

1 1.12. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
2 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
3 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
4 A and incorporated by reference into this Agreement.

5 1.13. "Class Period" means the period from March 14, 2019, through November 22, 2024.

6 1.14. "Class Representative" means the named Plaintiff in the Operative Complaint in the
7 Action seeking Court approval to serve as a Class Representative – Ricardo Novella.

8 1.15. "Class Representative Enhancement Payment" means the amount that the Court awards
9 as payment to the Class Representative for initiating the Action and providing services in support
10 of the Action, not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).
11 If the Court awards less than the amount requested, any amount not awarded will become part of
12 the Net Settlement Amount for distribution to Participating Class Members.

13 1.16. "Court" means the Superior Court of California, County of Orange.

14 1.17. "Defendants" means, collectively, named Defendants MJM Vallejo Mini-Market, Inc.,
15 RJM Vallejo Mini-Market, Inc. and Martin Vallejo.

16 1.18. "Defense Counsel" means Christine D. Baran and Joshua Klein of Fisher & Phillips LLP.

17 1.19. "Effective Date" means the date when all of the following events have occurred: (1) the
18 Settlement Agreement has been executed by all Parties, Class Counsel, and Defense Counsel; (2)
19 the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed
20 to the Class Members, providing them with an opportunity to object to the terms of the Class
21 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing
22 and entered a Final Approval Order and Judgment; (5) sixty-five (65) calendar days have passed
23 since the Court entered a Final Approval Order and Judgment; and (6) in the event there are
24 written objections to the Class Settlement filed prior to the Final Approval Hearing which are not
25 later withdrawn or denied, the later of the following events: (a) five (5) business days after the
26 period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final
27 Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding
28 having been filed; or (b) if any appeal, writ, or other appellate proceeding opposing the Court's

1 Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ,
2 or other appellate proceedings opposing the Court's Final Approval Order and Judgment has
3 finally and conclusively been dismissed with no right to pursue further remedies or relief.

4 1.20. "Final Approval" means the Court's order granting final approval of the Settlement.

5 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
6 of the Settlement.

7 1.22. "Final Judgment" means the Judgment entered by the Court based upon the Final
8 Approval.

9 1.23. "Gross Settlement Amount" means the non-reversionary maximum amount of Six
10 Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00), to be paid by Defendants,
11 exclusive of Defendants' share of any employer payroll taxes due in connection with the Wage
12 Portion of each Participating Class Member's Individual Class Payment. This is the gross
13 amount Defendants shall be required to pay under this Settlement, which includes, without
14 limitation (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Class
15 Counsel Fees Payment, (3) Class Counsel Litigation Expenses Payment, (4) Class Representative
16 Enhancement Payment, (5) Administration Expenses Payment; and (6) PAGA penalties to be
17 paid to the LWDA and to PAGA Employees, as approved by the Court.

18 1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the
19 Net Settlement Amount calculated according to the number of Workweeks worked during the
20 Class Period.

21 1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
22 the PAGA Penalties calculated according to the number of pay periods worked during the PAGA
23 Period.

24 1.26. "Judgment" means the final judgment entered by the Court based upon Final Approval
25 following the exhaustion of any appeal rights.

26 1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency
27 entitled, under Labor Code section 2699, subd. (i).

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- 1 1.28. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
2 under Labor Code section 2699, subd. (i).
- 3 1.29. "Net Settlement Amount" means the Gross Settlement Amount distributable to the
4 Participating Settlement Class Members after the deduction of the amounts approved by the
5 Court for PAGA Penalties, Class Representative Enhancement Payment, Class Counsel Fees
6 Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment.
7 The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 8 1.30. "Non-Participating Class Member" means any Class Member who opts out of the
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 10 1.31. "Operative Complaint" means the Second Amended Complaint to be filed in the Action
11 to reinstate the Fifth, Ninth and Tenth Causes of Action and any other release claims.
- 12 1.32. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee was
13 employed by Defendants for at least one day during the PAGA Period, based on hire dates, re-
14 hire dates (as applicable), and termination dates (as applicable).
- 15 1.33. "PAGA Period" means the period from January 8, 2022 through the end of the Class
16 Period.
- 17 1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 18 1.35. "PAGA Notice" means Plaintiff's March 14, 2023, letter to Defendants and the LWDA,
19 providing notice pursuant to Labor Code section 2699.3 subd. (a), LWDA-CM-941993-23.
- 20 1.36. "PAGA Penalties" consists of Twenty Thousand Dollars (\$20,000.00) of the Gross
21 Settlement Amount allocated for the settlement and release of claims for civil penalties under the
22 PAGA. Twenty-five percent (25%) of the PAGA Penalties shall be allocated to the Aggrieved
23 Employees (\$5,000.00) and seventy-five percent (75%) of the PAGA Penalties shall be allocated
24 to the LWDA (\$15,000.00).
- 25 1.37. "Participating Class Member" means a Class Member who does not submit a valid and
26 timely Request for Exclusion from the Settlement. Participating Class Members will release the
27 Released Parties from Released Class Claims and Released PAGA Claims, as applicable, and
28 will be bound by all terms of this Settlement and any final judgment entered in the Action.

- 1 1.38. "Plaintiff," "Named Plaintiff," or "Class Representative" means RICARDO NOVELLA,
2 the named Plaintiff in the Action.
- 3 1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
4 Settlement.
- 5 1.40. "Preliminary Approval Order" means the Court's order preliminarily approving the
6 proposed Settlement following the Preliminary Approval Hearing.
- 7 1.41. "Qualified Settlement Account," "QSA," "Qualified Settlement Fund," or "QSF" means
8 a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that
9 is established by the Administrator for the benefit of Participating Class Members.
- 10 1.42. "Released Class Claims" means the claims being released as described in Paragraph 5.2
11 below.
- 12 1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4
13 below.
- 14 1.44. "Released Parties" means: Defendants, and their past, present, and future predecessors,
15 successors, officers, directors, employees and agents.
- 16 1.45. "Request for Exclusion" means a Class Member's submission of a written request to be
17 excluded from the Class Settlement signed by the Class Member.
- 18 1.46. "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class
19 Members and Aggrieved Employees and shall be the last date on which Class Members may: (a)
20 mail Requests for Exclusion from the Settlement, (b) mail his or her Objection to the Settlement,
21 or (c) mail his or her Workweek and/or Pay Period Challenge. Class Members to whom Notice
22 Packets are resent after having been returned undeliverable to the Administrator shall have an
23 additional 15 days beyond the Response Deadline has expired.
- 24 1.47. "Settlement" or "Agreement" means this Class Action and PAGA Settlement Agreement.
- 25 1.48. "Workweek" means any week during which a Class Member was employed by
26 Defendants for at least one day in a non-exempt, hourly-paid position during the Class Period in
27 California, based on hire dates, re-hire dates (as applicable), and termination dates (as
28 applicable).

1 **2. RECITALS**

2 2.1. On March 14, 2023, Mr. Novella filed a letter (“PAGA Notice”) with the Labor and
3 Workforce Development Agency (“LDWA”), notifying the LDWA and Defendants of his
4 intention to file a complaint pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”)
5 on behalf of himself and all others aggrieved.

6 2.2. On that same day, Mr. Novella filed his wage and hour class action against Defendants
7 on behalf of himself and those similarly situated in the Orange County Superior Court, Case No.
8 30-2023-01312351-CU-OE-CXC, alleging: failure to pay overtime and minimum wages; failure
9 to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage
10 statement violations; failure to timely pay wages; failure to pay interest on deposits; violation
11 of Labor Code Section 227.3, and unfair competition.

12 2.3. On June 27, 2023, Plaintiff amended the Action adding causes of action pursuant to
13 PAGA. After initial meet and confer efforts with Defendant Vallejo Mini-Market & Gas Station,
14 their owners provided declarations representing that they did not hire Plaintiff or any of the
15 putative class and did not control the wages or working conditions of the putative class.
16 Accordingly, the parties entered into a stipulation on December 12, 2023, to dismiss Defendant
17 Vallejo Mini-Market & Gas Station.

18 2.4. On November 28, 2023, the Court sustained Defendants demurrer and entered an Order
19 dismissing, without prejudice, Plaintiff’s Fifth Cause of Action for Waiting Time Penalties, Ninth
20 Cause of Action for Failure to Pay Interest on Deposits, and Tenth Cause of Action for
21 Violation of Labor Code § 227.3.

22 2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

23 2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) all electronic time
24 and pay data for the period from 2022 up to 2024; and (b) a sampling of data for the remaining
25 pay quarters.

26 2.7. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
27 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
28 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

1 2.8. On August 22, 2024, the Parties participated in an all-day mediation presided over by
2 Marc Feder, Esquire, which led to the Parties reaching an agreement to settle the Action.

3 2.9. Defendants have concluded that it is desirable that the Action be settled in a manner and
4 upon such terms and conditions set forth herein in order to avoid further risk and expense of
5 litigation and the inconvenience and distraction of further legal proceedings. Defendants deny
6 each of the allegations and claims asserted against it in the Action which includes the PAGA
7 Notice. However, Defendants nevertheless desires to settle the Action for the purpose of avoiding
8 the burden, expense and uncertainty of continuing litigation, and for the purpose of putting to
9 rest the controversies engendered by the Action.

10 2.10. Class Counsel have conducted significant investigation of the law and facts relating to
11 the claims asserted in the Action and the PAGA Notice, and have concluded that the Settlement
12 set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class,
13 taking into account the sharply contested issues involved, the expense and time necessary to
14 litigate the Action through trial and any appeals, the risks and costs of further litigation of the
15 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
16 learned through discovery regarding Plaintiff's allegations, and the substantial benefits to be
17 received by Settlement Class Members.

18 2.11. The Court has not granted class certification.

19 2.12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
20 other pending matter or action asserting claims that will be extinguished or affected by the
21 Settlement.

22 2.13. As part of this Agreement, the Parties agree to stipulate to Plaintiff filing a Second
23 Amended Complaint to reinstate his causes of action for: (1) Waiting Time Penalties; (2) Failure
24 to Pay Interest on Deposits; and (3) Violation of Labor Code § 227.3 previously dismissed
25 without prejudice on November 28, 2023 and any other claims released by this Settlement.

26 **3. MONETARY TERMS**

27 3.1. Gross Settlement Amount. Defendants promise to pay \$650,000.00 as the Gross
28 Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement at Defendants'

1 sole option, and to separately pay any and all employer payroll taxes owed on the Wage Portions
2 of the Individual Class Payments. Defendants' obligation to pay the Gross Settlement Amount
3 (or any payroll taxes) shall be no later than seven (7) days after the Effective Date. The
4 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
5 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
6 payment. None of the Gross Settlement Amount will revert to Defendants.

7 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
8 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
9 in the Final Approval:

10 3.2.1. To Plaintiff: Class Representative Enhancement Payment to Plaintiff in the
11 amount of \$7,500.00, in addition to any Individual Class Payment and any Individual
12 PAGA Payment Plaintiff is entitled to receive as a Participating Class Member.
13 Defendants will not oppose Plaintiff's request for a Class Representative Enhancement
14 Payment that does not exceed this amount. As part of the motion for Class Counsel
15 Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court
16 approval for any Class Representative Enhancement Payment prior to the Final
17 Approval Hearing. If the Court approves a Class Representative Enhancement
18 Payment less than the amount requested, the Administrator will retain the remainder in
19 the Net Settlement Amount and shall be distributed to Participating Class Members as
20 part of their Individual Settlement Payment. The Administrator will pay the Class
21 Representative Enhancement Payment using IRS Form 1099. Plaintiff assumes full
22 responsibility and liability for any applicable employee taxes owed on the Class
23 Representative Enhancement Payment.

24 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty percent
25 (30%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
26 8.1 of this Agreement, is currently estimated to be \$195,000.00 and a Class Counsel
27 Litigation Expenses Payment of not more than \$30,000.00. Defendants will not oppose
28 requests for these payments provided that they do not exceed these amounts. Plaintiff

1 and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment
2 and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the
3 Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
4 Expenses Payment less than the amounts requested, the Administrator will allocate the
5 remainder to the Net Settlement Amount. Released Parties shall have no liability to
6 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion
7 any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
8 The Administrator will pay the Class Counsel Fees Payment and Class Counsel
9 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
10 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
11 Class Counsel Litigation Expenses Payment and holds Defendants harmless, and
12 indemnifies Defendants, from any dispute or controversy regarding any division or
13 sharing of any of these Payments. There will be no additional charge of any kind to
14 either the Settlement Class Members or request for additional consideration from
15 Defendants for such work unless Defendants materially breach this agreement by
16 failing to fund the Settlement pursuant to the terms herein and further efforts are
17 necessary from Class Counsel to remedy said breach, including, without limitation,
18 moving the Court to enforce the Agreement. In the event Defendants fail to breach this
19 agreement by failing to timely fund the Settlement as set forth in this Agreement,
20 Defendants shall be entitled to cure that breach by submitting such funding to the
21 Administrator within 10 days of receipt of written notice by Class Counsel to Defense
22 Counsel in electronic form. Should Defendants cure the funding breach within the 10-
23 day cure period of receipt of written notice, no additional consideration shall be due by
24 Defendants under the terms of this Agreement. Should the Court approve attorneys'
25 fees and/or litigation costs and expenses in amounts that are less than the amounts
26 provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement
27 Amount.

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1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$6,950.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$6,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
7 by all Participating Class Members during the Class Period and (b) multiplying the
8 result by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of
11 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on an IRS W-2 Form. The 80% of each
13 Participating Class Member's Individual Class Payment will be allocated to
14 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
15 Non-Wage Portions are not subject to wage withholdings and will be reported
16 on IRS 1099 Forms. Participating Class Members assume full responsibility and
17 liability for any employee taxes owed on their Individual Class Payment.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to their
21 Individual Class Payments in the Net Settlement Amount for distribution to
22 Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00)
25 allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual
26 PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
28 dividing the amount of the Aggrieved Employees' 25% share of PAGA

1 Penalties \$5,000.00 by the total number of PAGA Period Pay Periods worked
2 by all Aggrieved Employees during the PAGA Period and (b) multiplying the
3 result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved
4 Employees assume full responsibility and liability for any taxes owed on their
5 Individual PAGA Payment. The Administrator will report the Individual PAGA
6 Payments on IRS 1099 Forms. PAGA Employees have no statutory or other
7 right to opt out or otherwise exclude himself or herself from the PAGA portion
8 of the Settlement, which releases the PAGA claims. In addition, a PAGA
9 Employee who submits a valid and timely request for exclusion as a Class
10 Member shall still receive his or her Individual PAGA Payment and shall
11 release the PAGA claims.

12 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
13 the Administrator will allocate the remainder to the Net Settlement Amount.

14 4. SETTLEMENT FUNDING AND PAYMENTS

15 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of Defendants' records at
16 the time of mediation, Defendants estimated that the number of Class Members and Workweeks
17 through the date of mediation was approximately 319 and 22,469, respectively, and that the
18 number of Aggrieved Employees and PAGA Pay Periods through the date of mediation was
19 approximately 188 and 10,249, respectively. Based on a current review of Defendants' records
20 the number of Class Members and Workweeks through the Class Period is approximately 332
21 and 23,174, respectively, and the number of Aggrieved Employees and PAGA Pay Periods
22 through the Class Period is approximately 203 and 11,146, respectively.

23 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
24 Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
25 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
26 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
27 and for no other purpose, and restrict access to the Class Data to Administrator employees who
28 need access to the Class Data to effect and perform under this Agreement. Defendants have a

1 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
2 class member identifying information and to provide corrected or updated Class Data as soon as
3 reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good
4 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

5 4.3. Funding of Gross Settlement Amount. Defendants shall make payment of the Gross
6 Settlement Amount (as the same may be increased pursuant to Paragraph 8.1 of this Agreement
7 at Defendants' sole discretion) and Employer Taxes to the Settlement Administrator pursuant to
8 Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement
9 account ("QSA") with an FDIC insured banking institution, for distribution in accordance with
10 this Agreement and the Court's Orders, and subject to the conditions described herein.
11 Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary
12 to fully pay Defendants' share of payroll taxes as calculated by the Administrator by transmitting
13 the funds to the Administrator no later than seven (7) days after the Effective Date.

14 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
15 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
16 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
17 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
18 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
19 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
20 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
21 Payments.

22 4.4.1. Administrator will issue checks for the Individual Class Payments and/or
23 Individual PAGA Payments and send them to the Class Members via First Class U.S.
24 Mail, postage prepaid. The face of each check shall prominently state the date (not less
25 than 180 days after the date of mailing) when the check will be voided. The
26 Administrator will cancel all checks not cashed by the void date. The Administrator
27 will send checks for Individual Settlement Payments to all Participating Class Members
28 (including those for whom Class Notice was returned undelivered). The Administrator

1 will send checks for Individual PAGA Payments to all Aggrieved Employees including
2 Non-Participating Class Members who qualify as Aggrieved Employees (including
3 those for whom Class Notice was returned undelivered). The Administrator may send
4 Participating Class Members a single check combining the Individual Class Payment
5 and the Individual PAGA Payment. Before mailing any checks, the Settlement
6 Administrator must update the recipients' mailing addresses using the National Change
7 of Address Database.

8 4.4.2. The Administrator must conduct a Class Member Address Search for all other
9 Class Members whose checks are returned undelivered without USPS forwarding
10 address. Within 7 days of receiving a returned check the Administrator must re-mail
11 checks to the USPS forwarding address provided or to an address ascertained through
12 the Class Member Address Search. The Administrator need not take further steps to
13 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
14 The Administrator shall promptly send a replacement check to any Class Member whose
15 original check was lost or misplaced, requested by the Class Member prior to the void
16 date.

17 4.4.3. For any Class Member whose Individual Class Payment check or Individual
18 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
19 shall transmit the funds represented by such checks to the California Controller's
20 Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid
21 residue" subject to the requirements of California Code of Civil Procedure section 384,
22 subd. (b).

23 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
24 not obligate Defendants to confer any additional benefits or make any additional
25 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
26 specified in this Agreement.

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1 **5. RELEASE OF CLAIMS**

2 5.1. Plaintiff's Comprehensive Release of Claims. Upon the Effective Date of the Settlement
3 and Defendants' fulfillment of its payment obligations set forth herein, Plaintiff and his former
4 and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
5 assigns generally release and discharge the Released Parties from any and all charges,
6 complaints, claims, debts, liabilities, promises, agreements, controversies, actions, suits, rights,
7 demands, obligations, guarantees, costs, losses, penalties, expenses, attorneys' fees, damages, or
8 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
9 asserted or unasserted, or that might have been asserted, whether in tort, contract, equity, or
10 otherwise which Plaintiff, at any time prior to the execution of this Settlement Agreement, had
11 or claimed to have or may have, including but not limited to any and all claims arising out of,
12 relating to, or resulting from her employment, payment of wages during that employment and/or
13 separation of employment with the Released Parties, including any claims arising under any
14 federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to
15 employment, including, but in no way limited to, any claim under Title VII of the Civil Rights
16 Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act
17 ("ADA"); the Family and Medical Leave Act ("FMLA"); the Age Discrimination in Employment
18 Act (ADEA), the Employee Retirement Income Security Act ("ERISA"); the California Family
19 Rights Act ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims
20 for wages or penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or
21 penalties under the California Labor Code; Business and Professions Code sections 17200 *et*
22 *seq.*; all laws relating to violation of public policy, retaliation, or interference with legal rights;
23 any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or
24 constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is
25 agreed that this is a general release and is to be broadly construed as a release of all claims,
26 provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release
27 of any claims that cannot be released hereunder by law. Plaintiff understands and expressly
28 agrees that this Settlement Agreement extends to claims that he has against Defendant, of

1 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent,
2 past, present, or future, arising from or attributable to an incident or event, occurring in whole or
3 in part, on or before the execution of this Settlement Agreement. Any and all rights granted
4 under any state or federal law or regulation limiting the effect of this Settlement Agreement,
5 including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
6 EXPRESSLY WAIVED.

7 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
8 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
9 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
10 which reads:

11 A general release does not extend to claims that the creditor or releasing party does not
12 know or suspect to exist in his or her favor at the time of executing the release, and that
13 if known by him or her would have materially affected his or her settlement with the
14 debtor or Released Party.

15 5.2. Released Class Claims by Participating Class Members: Upon the Effective Date and
16 Defendants' fulfillment of its payment obligations set forth herein, Plaintiff and Participating
17 Class Members release and forever discharge the Released Parties, for the duration of the Class
18 Period, from all claims based on the factual allegations and statutes asserted or that reasonably
19 could have been asserted in the Action based on the facts alleged in the Operative Complaint.
20 This includes claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages;
21 (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties;
22 (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) failure
23 to pay interest on deposits; (10) violation of labor code § 227.3; (11) unfair competition; and (12)
24 all claims asserted through California Business & Professions Code section 17200, *et seq.* arising
25 out of the Labor Code violations referenced in the Operative Complaint.

26 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
27 release any other claims, including claims for vested benefits, wrongful termination, violation of
28

1 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
2 workers' compensation, or claims based on facts occurring outside the Class Period.

3 5.4. Released PAGA Claims: Upon the Effective Date and Defendants' fulfillment of its
4 payment obligations as set forth herein, to the extent permitted by law, the Aggrieved Employees
5 release and forever discharge Released Parties, for the duration of the PAGA Period, from all
6 claims for civil penalties under PAGA based on the factual allegations and statutes asserted or
7 that could reasonably have been asserted in Plaintiff's PAGA Notice and in the Operative
8 Complaint in the Action. These are all claims for civil penalties based upon or arising out of
9 Defendant's alleged violation of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204,
10 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 404, 432, 432.3, 432.5,
11 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
12 1197.1, 1197.5, 1198.5, 1527, 2699, 2699.3, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403,
13 6409.6, 6432, and 8397.4, Cal. Code Regs., title 8, section 110404(5)(A), and applicable Wage
14 Orders. The Released PAGA Claims include a release from the State of California (to the extent
15 Plaintiff is permitted to provide such a release for the State of California for the PAGA Period).

16 **6. MOTION FOR PRELIMINARY APPROVAL**

17 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
18 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
19 Approvals.

20 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense
21 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
22 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
23 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
24 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
25 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
26 declaration from the Administrator attaching its "not to exceed" bid for administering the
27 Settlement and attesting to its willingness to serve; competency; operative procedures for
28 protecting the security of Class Data; amounts of insurance coverage for any data breach,

1 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
2 interest with Class Members; and the nature and extent of any financial relationship with
3 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
4 willingness and competency to serve and disclosing all facts relevant to any actual or potential
5 conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm
6 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
7 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
8 (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code
9 section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest
10 with Class Members and the Administrator.

11 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and
12 filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining
13 a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to
14 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
15 delivering the Court's Preliminary Approval to the Administrator.

16 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
18 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
19 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
20 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
22 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
23 Court's concerns, if possible. The Parties retain the right, in the exercise of their sole respective
24 discretion, to unilaterally withdraw from and terminate the Settlement if the Court makes or
25 orders material changes to the Basic Settlement Terms. Basic Settlement Terms include: (a) the
26 amount of the Gross Settlement Amount; (b) the time period of the Released Class Claims; (c)
27 the covered Class or PAGA Period; (d) the Escalator Clause; and/or (e) the Parties respective
28 Option to Revoke Settlement as set forth herein.

1 **7. SETTLEMENT ADMINISTRATION**

2 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.
3 (“ILYM”), to serve as the Administrator and verified that, as a condition of appointment, ILYM
4 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
5 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
6 represent that they have no interest or relationship, financial or otherwise, with the Administrator
7 other than a professional relationship arising out of prior experiences administering settlements.

8 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports
10 state and federal tax authorities.

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
12 the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section
13 468B-1.

14 7.4. Notice to Class Members

15 7.4.1. No later than three (3) business days after receipt of the Class Data, the
16 Administrator shall notify Class Counsel that the list has been received and state the
17 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
18 Class Data.

19 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
20 days after receiving the Class Data, the Administrator will send to all Class Members
21 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
22 the Class Notice with Spanish translation, substantially in the form attached to this
23 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
24 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
25 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
26 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
27 update Class Member addresses using the National Change of Address database.

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1 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
2 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
3 using any forwarding address provided by the USPS. If the USPS does not provide a
4 forwarding address, the Administrator shall conduct a Class Member Address Search,
5 and re-mail the Class Notice to the most current address obtained. The Administrator
6 has no obligation to make further attempts to locate or send Class Notice to Class
7 Members whose Class Notice is returned by the USPS a second time.

8 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
9 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
10 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
11 notice is re-mailed. The Administrator will inform the Class Member of the extended
12 deadline with the re-mailed Class Notice.

13 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
14 discovers any persons who believe they should have been included in the Class Data
15 and should have received Class Notice, the Parties will expeditiously meet and confer,
16 in good faith, in an effort to agree on whether to include them as Class Members. If the
17 Parties agree, such persons will be Class Members entitled to the same rights as other
18 Class Members, and the Administrator will send, via email or overnight delivery, a Class
19 Notice requiring them to exercise options under this Agreement not later than 15 days
20 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are
21 later.

22 7.5. Requests for Exclusion (Opt-Outs).

23 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
24 Settlement must send the Administrator, by mail, a signed written Request for Exclusion
25 not later than 60 days after the Administrator mails the Class Notice (plus an additional
26 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
27 is a letter from a Class Member or his/her representative, signed by the Class Member,
28 that reasonably communicates the Class Member's election to be excluded from the

1 Settlement and includes the Class Member's name, signature, the last four digits of their
2 Social Security Number, address, and email address or telephone number. Class
3 Members may fill out and mail the "Request for Exclusion" form attached hereto as
4 Exhibit "B" to the Administrator. To be valid, a Request for Exclusion must be timely
5 postmarked by the Response Deadline. PAGA Employees have no statutory or other
6 right to opt out or otherwise exclude himself or herself from the PAGA portion of the
7 Settlement, which releases the PAGA claims. In addition, a PAGA Employee who
8 submits a valid and timely request for exclusion as a Class Member shall still receive
9 his or her Individual PAGA Payment and shall release the PAGA claims.

10 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
11 fails to contain all the information specified in the Class Notice. The Administrator
12 shall accept any Request for Exclusion as valid if the Administrator can reasonably
13 ascertain the identity of the person as a Class Member and the Class Member's desire
14 to be excluded. The Administrator's determination shall be final and not appealable or
15 otherwise susceptible to challenge. If the Administrator has reason to question the
16 authenticity of a Request for Exclusion, the Administrator may demand additional proof
17 of the Class Member's identity. The Parties shall file with the Court all disputes
18 submitted by Class Members, the evidence submitted, and the resolution of the disputes.
19 Although the Settlement Administrator may make the initial decision regarding claims
20 disputes, the Court may review any decision made by the Settlement Administrator
21 regarding a claim dispute.

22 7.5.3. Every Class Member who does not submit a timely and valid Request for
23 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
24 to all benefits and bound by all terms and conditions of the Settlement, including the
25 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
26 regardless of whether the Participating Class Member actually receives the Class Notice
27 or objects to the Settlement.

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1 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or
3 have the right to object to the class action components of the Settlement. Nothing in this
4 Settlement will constitute or be construed as a waiver of any defense that Defendant or
5 the Released Parties have or could assert against anyone who timely submits a Request
6 for Exclusion, including but not limited to arbitration rights. Because future PAGA
7 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating
8 Class Members who are Aggrieved Employees are deemed to release the claims
9 identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA
10 Payment.

11 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after
12 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
13 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
14 (if any) allocated to the Class Member in the Class Notice. Class Members may challenge the
15 allocation by filling out and mailing the "Workweek Dispute" form attached hereto as Exhibit
16 "C" to the Administrator via mail by the Response Deadline, explaining the basis for the dispute
17 and including any supporting documentation showing that the workweeks and/or pay periods
18 credited to him or her is inaccurate. Defendant's records will be presumed determinative absent
19 credible evidence to rebut the accuracy of the workweeks and/or pay periods credited to the Class
20 Member and PAGA Employee. The Administrator must encourage the challenging Class
21 Member to submit supporting documentation. The Administrator will evaluate the evidence
22 submitted by the Class Member or PAGA Employee and make a recommendation to the Parties
23 as to which figures should be applied. The Parties shall file with the Court all disputes submitted
24 by Class Members, the evidence submitted, and the resolution of the disputes. Although the
25 Settlement Administrator may make the initial decision regarding claims disputes, the Court may
26 review any decision made by the Settlement Administrator regarding a claim dispute.

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1 7.7. Objections to Settlement

2 7.7.1. Only Participating Class Members may object to the class action components of
3 the Settlement and/or this Agreement, including contesting the fairness of the
4 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
5 Counsel Litigation Expenses Payment and/or Class Representative Enhancement
6 Payment.

7 7.7.2. Participating Class Members may send written objections to the Administrator by
8 filling out and mailing the "Objection to Settlement" form attached hereto as Exhibit
9 "D" by the Response Deadline. The Participating Class Member's written objection
10 should include the objector's name, the last four digits of their Social Security Number,
11 address, email address or telephone number, and a statement of whether the objector
12 plans to appear at the Final Approval Hearing, along with whatever legal authority, if
13 any, the objector asserts in support of their objections. In the alternative, Participating
14 Class Members may appear in Court (or hire an attorney to appear in Court) to present
15 verbal objections at the Final Approval Hearing. A Participating Class Member who
16 elects to send a written objection to the Administrator must do so not later than 60 days
17 after the Administrator's mailing of the Class Notice (plus an additional 15 days for
18 Class Members whose Class Notice was re-mailed).

19 7.7.3. If a Class Member objects to the Settlement, the Class Member will remain a
20 member of the Class. Moreover, if the Court grants final approval of the Settlement,
21 the Class Member will be bound by the terms of the Settlement and any Final Approval
22 Order and Final Judgment. Non-Participating Class Members have no right to object to
23 any of the class action components of the Settlement.

24 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
25 performed or observed by the Administrator contained in this Agreement or otherwise.

26 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
27 and use an internet website to post information of interest to Class Members including
28 the date, time and location for the Final Approval Hearing and copies of the Settlement

1 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
2 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
3 Class Counsel Litigation Expenses Payment and Class Representative Enhancement
4 Payment, the Final Approval and the Judgment. The Administrator will also maintain
5 and monitor an email address and a toll-free telephone number to receive Class Member
6 calls and emails.

7 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
9 Not later than 5 days after the expiration of the deadline for submitting Requests for
10 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
11 containing (a) the names and other identifying information of Class Members who have
12 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
13 other identifying information of Class Members who have submitted invalid Requests
14 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
15 (whether valid or invalid).

16 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally the number
18 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
19 Exclusion (whether valid or invalid) received, objections received, challenges to
20 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
21 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
22 Weekly Reports must include the Administrator’s assessment of the validity of Requests
23 for Exclusion and attach copies of all Requests for Exclusion and objections received.

24 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
25 address and make final decisions consistent with the terms of this Agreement on all
26 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
27 Parties shall file with the Court all disputes submitted by Class Members, the evidence
28 submitted, and the resolution of the disputes. Although the Settlement Administrator

1 may make the initial decision regarding claims disputes, the Court may review any
2 decision made by the Settlement Administrator regarding a claim dispute.

3 7.8.5. Administrator's Declaration. Before the date by which Plaintiff is required to file
4 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
5 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
6 due diligence and compliance with all of its obligations under this Agreement, including,
7 but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
8 the re-mailing of Class Notices, attempts to locate Class Members, the total number of
9 Requests for Exclusion from Settlement it received (both valid or invalid), the number
10 of written objections and attach the Exclusion List. The Administrator will supplement
11 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
12 responsible for filing the Administrator's declaration(s) in Court.

13 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
14 disburses all funds in the Gross Settlement Amount, the Administrator will provide
15 Class Counsel and Defense Counsel with a final report detailing its disbursements by
16 employee identification number only of all payments made under this Agreement. At
17 least 7 days before any deadline set by the Court, the Administrator will prepare, and
18 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
19 Court attesting to its disbursement of all payments required under this Agreement. Class
20 Counsel is responsible for filing the Administrator's declaration in Court.

21 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

22 8.1 Increase in Workweeks. Defendants' estimate for the number of Workweeks for the
23 Settlement Class at the time of mediation was approximately 22,469. Based on a current review
24 of Defendants' records the number of Workweeks through the Class Period is approximately
25 23,174. In the event the number of Workweeks worked increases by more than 10% through the
26 Class Period (March 14, 2019 to November 22, 2024) or more than 24,716 total Workweeks
27 worked, then Defendants shall have the option to either: (a) increase the Gross Settlement
28 Amount proportionally by the Workweeks worked in excess of 24,716 multiplied by the

1 Workweek Value; or (b) cap the Release Period/Class Period as of the date the number of
2 Workweeks reaches but does not exceed 10%. The Workweek Value shall be calculated by
3 dividing the Gross Settlement Amount by 22,469. The Parties agree that the Workweek Value
4 amounts to \$28.93 per Workweek ($\$650,000 / 22,469$ Workweeks). Thus, for example, should
5 Defendants exercise option (a), and should there be 25,000 Workweeks in the Class Period, then
6 the Gross Settlement Amount would be increased by \$8,273.98 ($[25,000 \text{ Workweeks} - 24,716$
7 $\text{Workweeks}] \times \$28.93/\text{Workweek}$). Defendant's option (b) above expires upon the Court's entry
8 of the Preliminary Approval Order.

9 **8.2 Nullification:** If Settlement Class Members representing more than an aggregate total of
10 10% of the verified workweeks timely opt out of the class settlement, Defendants shall have the
11 sole and absolute discretion to rescind/void the Settlement no later than five (5) court days prior
12 to the date of the Final Approval Hearing. Defendants agree to meet and confer in good faith with
13 Class Counsel before rescinding or voiding the Settlement. In the event that Defendants elect to
14 rescind/void the Settlement Agreement, Defendants shall provide written notice of such
15 rescission to Class Counsel. Such rescission shall have the same effect as a termination of the
16 Settlement for failure to satisfy a condition of settlement, and the Settlement shall become null
17 and void and have no further force or effect. In the event that Defendants exercise their option to
18 revoke the Settlement, Defendants agree to pay the Administration Costs incurred by the
19 Administrator up to the date of Defendants' notice to revoke. In the event of Defendants'
20 withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason.

21 **9. MOTION FOR FINAL APPROVAL**

22 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
23 final approval of the Settlement that includes a request for approval of the PAGA settlement
24 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
25 Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts
26 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
27 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
28 any disagreements concerning the Motion for Final Approval.

1 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
2 by a Participating Class Member, including the right to file responsive documents in Court no
3 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
4 accepted by the Court.

5 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
6 Approval on any material change to the Settlement (including, but not limited to, changes to the
7 Basic Settlement Terms), the Parties will expeditiously work together in good faith to address
8 the Court's concerns by revising the Agreement as necessary to obtain Final Approval, if
9 possible. Nothing in this provision waives any party's rights to terminate the settlement as set
10 forth in section 6.3 or 8.2, above. The Court's decision to award less than the amounts requested
11 for the Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel
12 Litigation Expenses Payment, and Administrator Expenses Payment shall not constitute a
13 material modification to the Agreement within the meaning of this paragraph.

14 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
15 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
16 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
17 and (iii) addressing such post-Judgment matters as are permitted by law.

18 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
19 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
20 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
21 respective counsel, and all Participating Class Members who did not object to the Settlement as
22 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
23 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
24 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
25 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
26 Parties' obligations to perform under this Agreement will be suspended until such time as the
27 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
28 the amount of the Net Settlement Amount.

1 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
3 modification of this Agreement (including the Basic Settlement Terms), this Agreement shall be
4 null and void. The Parties shall nevertheless expeditiously work together in good faith to address
5 the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a
6 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An
7 appellate decision to vacate, reverse, or modify the Court's award of the Class Representative
8 Enhancement Payment or any payments to Class Counsel shall not constitute a material
9 modification of the Judgment within the meaning of this paragraph, as long as the Gross
10 Settlement Amount remains unchanged.

11 **10. AMENDED JUDGMENT**

12 10.1 If any amended judgment is required under the Code of Civil Procedure section 384, the
13 Parties will work together in good faith to jointly submit a proposed amended judgment.

14 **11. ADDITIONAL PROVISIONS**

15 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
16 Purposes. The Parties enter into this Agreement to resolve the dispute that has arisen between
17 them and to avoid the burden, expense, and risk of continued litigation. Defendants generally and
18 specifically deny any and all liability or wrongdoing with any of the claims alleged in the Action
19 or that it has violated any federal, state, or local law; violated any regulations or guidelines
20 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
21 requirements; breached any contract; violated or breached any duty; engaged in any
22 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
23 employees. Defendants further make no concessions or admissions of liability of any sort, makes
24 no concessions or admissions that any Class Member is or was employed by Defendants, and
25 contend that for any purpose other than settlement, the Action is not appropriate for class or
26 representative treatment. Defendants assert several defenses to the claims and have denied any
27 wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. The
28 monies being paid as part of the settlement are genuinely disputed, and the Parties agree the

1 provisions of Labor Code section 206.5 are not applicable to this Settlement. Neither this
2 Agreement, nor any document referred to or contemplated herein, nor any action taken to carry
3 out this Agreement, is or may be construed as, or may be used as an admission, concession, or
4 indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or
5 liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiffs can
6 serve as adequate Class Representatives. There has been no final determination by any court as
7 to the merits of the claims asserted or as to whether a class or classes should be certified, other
8 than for settlement purposes only. Except as necessary in a proceeding to enforce the terms of
9 this Settlement, this Agreement and its terms and provisions shall not be offered or received as
10 evidence in any action or proceeding to establish any liability or admission on the part of
11 Defendants or to establish the existence of any condition constituting a violation of, or a non-
12 compliance with, federal, state, local or other applicable law. Nor shall anything in this
13 Agreement be construed or deemed an admission that the Action was properly brought as a class
14 action pursuant to California Code of Civil Procedure section 382 and under California Business
15 and Professions Code section 17200 and/or that the Action was properly brought as Private
16 Attorney General Actions under PAGA. Finally, nothing in this Agreement or in the Preliminary
17 Approval or Order Granting Final Approval shall be deemed a waiver of Defendants' right to
18 enforce the arbitration agreements of Class Members or Aggrieved Employees in the future. The
19 Parties agree that class certification and representative treatment is for purposes of this Settlement
20 only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter
21 Judgment, Defendants reserve the right to contest certification of any class for any reasons, and
22 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the
23 right to move for class certification on any grounds available and to contest Defendants' defenses.
24 The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing
25 on, and will not be admissible in connection with, any litigation (except for proceedings to
26 enforce or effectuate the Settlement and this Agreement).

27 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
28 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement

1 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
2 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
3 or indirectly, specifically or generally, to any person, corporation, association, government
4 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
5 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
6 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
7 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
8 government agency. Each Party agrees to immediately notify each other Party of any judicial or
9 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
10 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
11 conversation or other communication, before the filing of the Motion for Preliminary Approval,
12 any with third party regarding this Agreement or the matters giving rise to this Agreement except
13 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
14 restrict Class Counsel's communications with Class Members in accordance with Class
15 Counsel's ethical obligations owed to Class Members.

16 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
17 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
18 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
19 ability to communicate with Class Members in accordance with Class Counsel's ethical
20 obligations owed to Class Members.

21 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
22 together with its attached exhibits shall constitute the entire agreement between the Parties
23 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
24 inducements made to or by any Party. Nothing in this Agreement or provision or in the
25 Preliminary Approval or Order Granting Final Approval shall be deemed a waiver of Defendants'
26 right to enforce the arbitration agreements of Class Members or Aggrieved Employees in the
27 future.

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1 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
4 its terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
8 Settlement Agreement, submitting supplemental evidence and supplementing points and
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
10 or content of any document necessary to implement the Settlement, or on any modification of the
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the
12 assistance of a mediator and/or the Court for resolution.

13 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
20 Part 10, as amended) or otherwise.

21 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed or agreed to by all
23 Parties or their representatives and approved by the Court. Plaintiff and Defendants expressly
24 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
25 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
26 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
27 behalf of the Parties once fully executed.

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1 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
2 the benefit of, the successors of each of the Parties.

3 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the State of California, without
5 regard to conflict of law principles.

6 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
7 this Agreement. This Agreement will not be construed against any Party on the basis that the
8 Party was the drafter or participated in the drafting.

9 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
10 during Action and in this Agreement relating to the confidentiality of information shall survive
11 the execution of this Agreement.

12 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
13 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
14 in connection with the mediation, other settlement negotiations, or in connection with the
15 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
16 be used in any way that violates any existing contractual agreement, statute, or rule of court.

17 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
18 inserted for convenience of reference only and does not constitute a part of this Agreement.

19 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
20 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
21 weekend or federal legal holiday, such date or deadline shall be on the first business day
22 thereafter.

23 11.17. Notice. All notices, demands or other communications between the Parties in connection
24 with this Agreement will be in writing and deemed to have been duly given as of the third
25 business day after mailing by United States mail, or the day sent by email or messenger,
26 addressed as follows:

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1 To Plaintiff: BIBIYAN LAW GROUP, P.C.
2 David D. Bibiyan
3 david@tomorrowlaw.com
4 Vedang J. Patel
5 vedang@tomorrowlaw.com
6 Brandon M. Chang
7 brandon@tomorrowlaw.com
8 1460 Westwood Boulevard
9 Los Angeles, CA 90024

7 To Defendants: FISHER & PHILLIPS LLP
8 Christine D. Baran
9 cbaran@fisherphillips.com
10 Joshua D. Klein
11 jdklein@fisherphillips.com
12 2050 Main Street, Suite 1000
13 Irvine, CA 92614
14 Telephone: (949) 851-2424
15 Facsimile: (949) 851-0152

13 11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
14 by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes
15 of this Agreement shall be accepted as an original. All executed counterparts and each of them
16 will be deemed to be one and the same instrument if counsel for the Parties will exchange between
17 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
18 prove the existence and contents of this Agreement.

19 11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
20 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
21 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
22 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
23 process.

24 11.20. Severability. In the event that one or more of the provisions contained in this Agreement
25 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
26 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
27 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing

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1 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
2 Agreement.

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4 **IT IS SO AGREED:**

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Ricardo Novella 01/01/2026
Plaintiff, RICARDO NOVELLA

Martin Vallejo 1/2/26
For Defendant, MJM VALLEJO
MINI-MARKET, INC.

Martin Vallejo 1/2/26
For Defendant, RJM VALLEJO
MINI-MARKET, INC.

Martin Vallejo 1/2/26
For Defendant, MARTIN VALLEJO

MV Martin Vallejo

AGREED AS TO FORM ONLY:

Vedang J. Patel
David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Christine D. Baran
Christine D. Baran
Joshua D. Klein
Counsel for Defendants

EXHIBIT 2

**NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.

(County of Orange, California Superior Court Case No. 30-2023-01312351-CU-OE-CXC)

As a current or former non-exempt, hourly-paid California employee of RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., and/or Martin Vallejo, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., and/or Martin Vallejo (“Defendants”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons currently or formerly employed by Defendants as non-exempt, hourly-paid employees in the State of California during the period from March 14, 2019, through November 22, 2024 (the “Class Period”).

- The settlement is to resolve a class action lawsuit, *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, pending in the Superior Court of California for the County of Orange, Case Number 30-2023-01312351-CU-OE-CXC (the “Lawsuit”), alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) failure to pay interest on deposits; (10) violation of Labor Code section 227.3; and (11) unfair competition. Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys’ General Act (“PAGA”). PAGA allows employees to assist the State of California in enforcing labor laws by suing their employers to recover civil penalties for Labor Code violations on behalf of the State. Pursuant to PAGA, 75% of the recovered penalties go to the California Labor and Workforce Development Agency (“LWDA”) and 25% go to the Aggrieved Employees. Defendants deny any wrongdoing but have agreed to settle the matter and resolve this dispute.
- On [REDACTED], the Orange County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they have no merit, do not meet the requirements for class certification, and that they fully complied with all applicable laws. However, Defendants recognize the risks, distractions and costs associated with continued litigation.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|---|
| DO NOTHING AND RECEIVE PAYMENT | Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit. |
| OPT OUT OF THE SETTLEMENT | Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time from January 8, 2022 through the end of the Class Period (the “PAGA Period”) as a non- |

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| | <p>exempt, hourly-paid employee of Defendants in the State of California as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.</p> |
| <p>OBJECT TO THE SETTLEMENT</p> | <p>If you do not opt out, you may write to the Settlement Administrator, [ADMINISTRATOR], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, CA 92701.</p> |

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] : [REDACTED] .m. on [REDACTED], in the Civil Complex Center of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, CA 92701, in Department CX105. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Defendants as a non-exempt, hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Ricardo Novella was a non-exempt, hourly-paid employee of Defendants. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendants’ alleged: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) failure to pay interest on deposits; (10) violation of Labor Code section 227.3; and (11) unfair competition.

Counsel for Plaintiffs and the attorneys appointed by the Court to represent the Class, Bibiyan Law Group, P.C. (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risks and expenses of continued litigation justify settlement. Based on the foregoing, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under California Labor Code Private Attorneys' General Act ("PAGA"). PAGA allows employees to assist the State of California in enforcing labor laws by suing their employers to recover civil penalties for Labor Code violations on behalf of the State. Pursuant to PAGA, 75% of the recovered penalties go to the California Labor and Workforce Development Agency ("LWDA") and 25% go to the Aggrieved Employees.

Defendants deny all the allegations made by Plaintiff and deny that they violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$650,000.00. The Gross Settlement includes: (1) Administration Costs up to \$6,950.00; (2) a service award of up to \$5,000.00 to Plaintiff Ricardo Novella for his time and effort in pursuing this case; (3) up to 30% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$195,000.00; (4) up to \$20,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$15,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$5,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of no less than approximately \$403,050.00 will be available for distribution to Class Members ("Net Settlement Amount").

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendants in California during the Class Period ("Eligible Workweeks"). Specifically, Participating Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member's Workweeks. Otherwise stated, the formula for a Participating Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) x Participating Class Member's Workweeks = Participating Class Member's Individual Class Payment. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$5,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendants' records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [Estimated Award] and your estimated payment as an Aggrieved Employee would be [Estimated Award]. If you believe this information is

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

incorrect and wish to dispute it, you may complete and mail to the Settlement Administrator the Workweek Dispute form attached to this Notice no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Participating Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to be a Participating Class Member and will have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all "Released Claims" he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Released Class Claims by Participating Class Members: Upon the Effective Date and Defendants' fulfillment of its payment obligations set forth herein, Plaintiff and Participating Class Members release and forever discharge, for the duration of the Class Period, all claims based on the factual allegations and statutes asserted or that reasonably could have been asserted in the Action based on the facts alleged in the Operative Complaint. This includes claims for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; (9) failure to pay interest on deposits; (10) violation of labor code § 227.3; (11) unfair competition; and (12) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

Released PAGA Claims: Upon the Effective Date and Defendants' fulfillment of its payment obligations as set forth herein, to the extent permitted by law, the Aggrieved Employees release and forever discharge, for the duration of the PAGA Period, all claims for civil penalties under PAGA based on the factual allegations and statutes asserted or that could reasonably have been asserted in Plaintiff's PAGA Notice and in the Operative Complaint in the Action. These are all claims for civil penalties based upon or arising out of Defendant's alleged

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

violation of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2699.3, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, and 8397.4, Cal. Code Regs., title 8, section 110404(5)(A), and applicable Wage Orders. The Released PAGA Claims include a release from the State of California (to the extent Plaintiff is permitted to provide such a release for the State of California for the PAGA Period).

“Released Parties” means Defendants, and their past, present, and future predecessors, successors, officers, directors, employees and agents.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, signature, last four digits of your Social Security Number, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. You may complete and send to the Administrator the Request For Exclusion form attached to this Notice. Sign, date and mail your written request for exclusion to the address below.

[Settlement Administrator]
[Mailing Address]

Your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE]. If you submit a Request for Exclusion that is not postmarked by this date, your Request for Exclusion will be rejected, and you will remain a part of the Class.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, your signature, the last four digits of your Social Security Number, address, email address or telephone number a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. You may complete and send to the Administrator the Objection to Settlement form attached to this Notice. Your written objection must be mailed and postmarked to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED]: [REDACTED] .m. in the Civil Complex Center of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, CA 92701, in Department CX105, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.occourts.org/general-information/remote-appearance-information/>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER] or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

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1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment. The Final Judgment will be posted on the Settlement Administrator's website for at least 180 days.

You may also obtain these documents through the Court's website at <https://www.occourts.org/online-services/case-access/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

REQUEST FOR EXCLUSION

Only complete this Request For Exclusion form if you want to opt out of (not participate in) the settlement of the action known as *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, filed in Orange County Superior Court, Case No. 30-2023-01312351-CU-OE-CXC.

IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT. HOWEVER, EVEN IF YOU DO OPT-OUT, YOU WILL STILL RECEIVE YOUR PORTION OF THE PRIVATE ATTORNEYS' GENERAL ACT ("PAGA") SETTLEMENT AND BE BOUND BY THE PAGA RELEASE.

I confirm that I worked for RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., and/or Martin Vallejo, as a non-exempt, hourly-paid employee in the State of California at some point during the period from March 14, 2019, through November 22, 2024.

Please exclude me from the settlement class in the *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, matter. **I do not wish to participate in the proposed class action settlement.**

Print Name: _____

Address:

The last four digits of your Social Security Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this signed request for exclusion form to the Settlement Administrator at:

Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.

Settlement

c/o **[NAME OF ADMINISTRATOR]**

WORKWEEK DISPUTE

Only complete this Workweek Dispute form if you wish to dispute the number of Workweeks attributed to you in the Notice of Proposed Class Action and PAGA Settlement and Date for Final Approval Hearing regarding the action known as *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, filed in Orange County Superior Court, Case No. 30-2023-01312351-CU-OE-CXC.

Class Members are all persons currently or formerly employed by RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., and/or Martin Vallejo ("Defendants") as non-exempt, hourly-paid employees in the State of California during the period from March 14, 2019, through November 22, 2024 (the "Class Period").

Class Members' payments will be calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendants' records indicate that you worked [Eligible Workweeks] Workweeks as a Class Member during the Class Period and [Eligible Pay Periods] pay periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

1. Check the box below ONLY if you wish to dispute the number of Workweeks listed above:

I wish to dispute the number of Workweeks attributed to me in the *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, matter. I confirm that I worked for RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., and/or Martin Vallejo, as a non-exempt, hourly-paid employee in the State of California at some point during the period from March 14, 2019, through November 22, 2024.

I believe the correct amount of my Workweeks worked during the Class Period is
_____.

2. Check the box below ONLY if you wish to dispute the number of Pay Periods listed above:

I wish to dispute the number of Pay Periods attributed to me in the *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, matter. I confirm that I worked for RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., and/or Martin Vallejo, as a non-exempt, hourly-paid employee in the State of California at some point during the period from January 8, 2022, through the end of the Class Period (the "PAGA Period").

I believe the correct amount of my Pay Periods worked during the PAGA Period is
_____.

I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute.

Print Name: _____

Address: _____

Signature: _____ Date: _____

Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Although the Settlement Administrator may make the initial decision regarding claims disputes, the Court may review any decision made by the Settlement Administrator regarding a claim dispute.

IN ORDER TO BE VALID, THIS WORKWEEK DISPUTE FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this signed Workweek Dispute form to the Settlement Administrator at:

Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.

Settlement

c/o **[NAME OF ADMINISTRATOR]**

OBJECTION TO SETTLEMENT

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, filed in the Orange County Superior Court, Case No. 30-2023-01312351-CU-OE-CXC.

IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. IF YOU DO NOT WANT TO BE INCLUDED AS PART OF THE SETTLEMENT, YOU MUST FILL OUT THE SEPARATE FORM TITLED: "REQUEST FOR EXCLUSION" INSTEAD. DO NOT FILL OUT BOTH FORMS. IF YOU FILL OUT BOTH FORMS, YOUR OBJECTION WILL BE DISREGARDED AND YOU WILL BE EXCLUDED FROM THE SETTLEMENT AND WILL NOT HAVE YOUR PERTINENT CLAIMS RELEASED.

I confirm that I worked for RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., and/or Martin Vallejo, as a non-exempt, hourly-paid employee in the State of California at some point during the period from March 14, 2019, through November 22, 2024.

I wish to object to the settlement reached in the *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, matter. The nature and basis for the objection are as follows:

Print Name: _____

Address: _____

The last four digits of your Social Security Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [RESPONSE DEADLINE]. Send this signed objection form to the Settlement Administrator at:

Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.

Settlement

c/o [NAME OF ADMINISTRATOR]



EXHIBIT 3

NOTIFICACIÓN DE ACUERDO PROPUESTO DE LA DEMANDA COLECTIVA Y EN VIRTUD DE LA PAGA Y FECHA PARA LA AUDIENCIA DE APROBACIÓN FINAL

Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.

(Condado de Orange, Corte Superior de California Caso No. 30-2023-01312351-CU-OE-CXC)

Como un empleado actual o antiguo no exento pagado por hora en California de RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc. y/o Martin Vallejo, usted tiene derecho a recibir dinero de un acuerdo de demanda colectiva.

Por favor, lea esta Notificación atentamente. Esta Notificación se refiere a un acuerdo propuesto de un litigio de demanda colectiva. Si usted es un Miembro de la Demanda Colectiva, contiene información importante sobre su derecho a recibir un pago del fondo del Acuerdo.

Usted ha recibido esta Notificación de Acuerdo de Demanda Colectiva porque los registros de RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc. y/o Martin Vallejo (las "Partes Demandadas"), muestran que usted es un "Miembro de la Demanda Colectiva" y, por lo tanto, tiene derecho a recibir un pago de este acuerdo de demanda colectiva. Los Miembros de la Demanda Colectiva son todas las personas actual o anteriormente empleadas por las Partes Demandadas como empleados no exentos pagados por hora en el Estado de California durante el período entre el 14 de marzo de 2019 y el 22 de noviembre de 2024 (el "Período de la Demanda Colectiva").

- El acuerdo es para resolver una demanda colectiva, *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, pendiente en la Corte Superior de California para el Condado de Orange, Caso Número 30-2023-01312351-CU-OE-CXC (la "Demanda"), alegando causas de acción contra las Partes Demandadas por: (1) no pagar los salarios de horas extraordinarias; (2) no pagar los salarios mínimos; (3) no proporcionar períodos para comer; (4) no proporcionar períodos de descanso; (5) sanciones de tiempos de espera; (6) violaciones de declaraciones de salarios; (7) no pagar a tiempo los salarios; (8) no indemnizar; (9) no pagar los intereses sobre los depósitos; (10) violación de la sección 227.3 del Código de Trabajo; y (11) competencia desleal. Con base en las presuntas violaciones del Código de Trabajo que se mencionan arriba y otras presuntas violaciones del Código de Trabajo, la Parte Demandante también busca las sanciones en virtud de la Ley del Procurador General Privado ("PAGA", por sus siglas en inglés). La PAGA les permite a los empleados ayudar al Estado de California a hacer cumplir las leyes de trabajo al demandar a sus empleadores para recuperar sanciones civiles por violaciones del Código de Trabajo en nombre del Estado. En virtud de la PAGA, el 75% de las sanciones recuperadas se destinan a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA", por sus siglas en inglés) y el 25% a los Empleados Agraviados. Las Partes Demandadas niegan haber cometido algún delito, pero han acordado resolver el asunto y esta disputa.
- El [REDACTED], la Corte Superior del Condado de Orange le concedió una aprobación preliminar a este acuerdo de la demanda colectiva y ordenó que a todos los Miembros de la Demanda Colectiva se les notifique sobre el Acuerdo. La Corte no ha formado ninguna determinación sobre la validez de las reclamaciones en la Demanda. Las Partes Demandadas niegan enérgicamente las reclamaciones en la demanda y sostienen que no tienen ningún mérito, no cumplen con los requisitos para la certificación de demanda colectiva y que cumplieron plenamente con todas las leyes aplicables. Sin embargo, las Partes Demandadas reconocen los riesgos, distracciones y costos asociados con la continuación del litigio.

| SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO | |
|---|--|
| HACER NADA Y RECIBIR UN PAGO | Obtener un pago y renunciar a sus derechos legales de presentar las reclamaciones liberadas por el acuerdo de la Demanda. |
| DARSE DE BAJA DEL ACUERDO | Excluirse a usted mismo/a del Acuerdo, no obtener pago alguno por el acuerdo de las reclamaciones de la demanda colectiva y conservar sus derechos legales de presentar de manera individual las reclamaciones de la demanda colectiva que de otra manera serían liberadas por el acuerdo de la Demanda. Si usted trabajó en cualquier momento entre el 8 de enero de 2022 hasta el final del Período de la Demanda Colectiva (el "Período de la PAGA") como un empleado no exento pagado por hora de las Partes Demandadas en el Estado de California, entonces también se le va a considerar como un "Empleado Agraviado" e igual va a recibir su parte de los ingresos disponibles del acuerdo de las Reclamaciones Liberadas de la PAGA, que se definen más abajo, (su "Pago Individual de la PAGA") incluso si usted se da de baja del acuerdo de la demanda colectiva. |

| | |
|---------------------|--|
| OPONERSE AL ACUERDO | Si usted no se excluye a usted mismo, usted puede escribirle al Administrador del Acuerdo, [ADMINISTRADOR], sobre por qué usted se opone al acuerdo de la demanda colectiva y ellos le enviarán sus preocupaciones al abogado, las cuales luego le serán proporcionadas a la Corte. Si la Corte aprueba el Acuerdo a pesar de su objeción, usted todavía se verá vinculado por el Acuerdo. Usted o su abogado también pueden dirigirse a la Corte durante la Audiencia de Aprobación Final programada para el [FECHA Y HORA] en el Departamento CX105 de la Corte Superior del Condado de Orange, ubicado en 751 W. Santa Ana Boulevard, CA 92701. |
|---------------------|--|

La Audiencia de Aprobación Final sobre la idoneidad, razonabilidad e imparcialidad del Acuerdo se va a llevar a cabo a las [REDACTED] : [REDACTED] .m. el [REDACTED], en el Civil Complex Center de la Corte Superior del Condado de Orange, ubicada en 751 W. Santa Ana Boulevard, CA 92701, en el Departamento CX105. No se requiere que usted asista a la Audiencia, pero es bienvenido a hacerlo si así lo desea.

¿Por qué estoy recibiendo esta Notificación?

Los registros de las Partes Demandadas muestran que usted trabaja actualmente, o trabajó anteriormente, para las Partes Demandadas como un empleado no exento pagado por hora en el Estado de California en algún momento durante el Período de la Demanda Colectiva. A usted le fue enviada esta Notificación de la Demanda Colectiva porque tiene el derecho a saber sobre un acuerdo propuesto de una demanda colectiva y sobre sus opiniones antes de que la Corte decida si finalmente va a aprobar el acuerdo o no. Si la Corte aprueba el acuerdo y luego se resuelve cualquier objeción y apelación, un “Administrador del Acuerdo” designado por la Corte va a realizar los pagos descritos en esta Notificación. Esta Notificación explica la Demanda, el acuerdo, sus derechos legales, qué beneficios tiene disponibles, quién es elegible para ellos y cómo obtenerlos.

¿De qué se trata este caso?

Ricardo Novella era un empleado no exento pagado por hora de las Partes Demandadas. Él es la “Parte Demandante” en este caso y está demandando en nombre propio y de los Miembros de la Demanda Colectiva por las presuntas incumplimientos de las Partes Demandadas por: (1) no pagar los salarios de horas extraordinarias; (2) no pagar los salarios mínimos; (3) no proporcionar períodos para comer; (4) no proporcionar períodos de descanso; (5) sanciones de tiempos de espera; (6) violaciones de declaraciones de salarios; (7) no pagar a tiempo los salarios; (8) no indemnizar; (9) no pagar los intereses sobre los depósitos; (10) violación de la sección 227.3 del Código de Trabajo; y (11) competencia desleal.

Los Abogados para las Partes Demandantes y los abogados designados por la Corte para representar al Colectivo, Bibiyan Law Group, P.C. (los “Abogados de la Demanda Colectiva”), han investigado y revisado los hechos y circunstancias subyacentes a los problemas planteados en el caso y la ley aplicable. Mientras que los Abogados de la Demanda Colectiva creen que las reclamaciones alegadas en esta demanda tienen mérito, los Abogados de la Demanda Colectiva también reconocen que los riesgos y los gastos de litigio continuo justifican el acuerdo. En base a lo anterior, los Abogados de la Demanda Colectiva creen que el acuerdo propuesto es justo, adecuado, razonable y en el mejor interés de los Miembros de la Demanda Colectiva.

Con base en las presuntas violaciones del Código de Trabajo que se mencionan arriba y otras presuntas violaciones del Código de Trabajo, la Parte Demandante también busca las sanciones en virtud de la Ley del Procurador General Privado (“PAGA”, por sus siglas en inglés). La PAGA les permite a los empleados ayudar al Estado de California a hacer cumplir las leyes de trabajo al demandar a sus empleadores para recuperar sanciones civiles por violaciones del Código de Trabajo en nombre del Estado. En virtud de la PAGA, el 75% de las sanciones recuperadas se destinan a la Agencia del Desarrollo del Trabajo y la Fuerza Laboral de California (“LWDA”, por sus siglas en inglés) y el 25% a los Empleados Agraviados.

Las Partes Demandadas niegan todas las alegaciones hechas por la Parte Demandante y niegan que hayan violado alguna ley. La Corte no se ha pronunciado sobre los méritos de las reclamaciones de la Parte Demandante. La Corte sólo ha aprobado preliminarmente este acuerdo de demanda colectiva. La Corte va a decidir si concede su aprobación final a este acuerdo en la Audiencia de Aprobación Final.

Resumen de los Términos Del Acuerdo

La Parte Demandante y las Partes Demandadas han acordado resolver este caso en nombre de ellos mismos y de los Miembros de la Demanda Colectiva y de los Empleados Agraviados por el Importe Bruto del Acuerdo de \$650,000.00. El Acuerdo Bruto incluye: (1)

Costos de Administración de un máximo de \$6,950.00; (2) un premio de servicio de un máximo de \$5,000.00 para la Parte Demandante Ricardo Novella por su tiempo y esfuerzo en este caso; (3) un máximo del 30% del Importe Bruto del Acuerdo en honorarios de abogados que, a menos que aumente de conformidad con el Acuerdo de Solución, es de \$195,000.00; (4) un máximo de \$20,000.00 en costos de litigios para los Abogados de la Demanda Colectiva, según las pruebas; (5) el pago asignado a las sanciones de la PAGA por un importe de \$20,000.00 del Importe Bruto del Acuerdo hacia las sanciones de la PAGA. De acuerdo con la PAGA, el setenta y cinco por ciento (75%) de la cantidad asignada a la PAGA, o \$15,000.00, va a ser pagado a la LWDA y el veinte y cinco por ciento (25%), o \$5,000.00, va a ser distribuido a los Empleados Agraviados. Después de deducir estas sumas, un total de no menos de \$403,050.00 va a estar disponible para su distribución a los Miembros de la Demanda Colectiva (“Importe Neto del Acuerdo”).

Distribución a los Miembros de la Demanda Colectiva.

Los Miembros de la Demanda Colectiva que no se excluyan a sí mismos van a recibir un pago *proporcional* del Importe Neto del Acuerdo basándose en el número de semanas trabajadas por los Miembros de la Demanda Colectiva en puestos de trabajo por hora no exentos para las Partes Demandadas en California durante el Período de la Demanda Colectiva (“Semanas de Trabajo Elegibles”). En específico, los pagos de los Miembros Participantes de la Demanda Colectiva se van a calcular al dividir el Importe Neto del Acuerdo por el número total de Semanas de Trabajo trabajadas por todos los Miembros Participantes de la Demanda Colectiva durante el Período de la Demanda Colectiva y multiplicar el resultado por las Semanas de Trabajo de cada Miembro Participante de la Demanda Colectiva. Salvo que se indique lo contrario, la fórmula para un Miembro Participante de la Demanda Colectiva es: (Importe Neto del Acuerdo ÷ total de Semanas de Trabajo Elegibles del Acuerdo de la Demanda Colectiva) x Semanas de Trabajo del Miembro Participante de la Demanda Colectiva = Pago Individual de la Demanda Colectiva del Miembro Participante de la Demanda Colectiva. Además, los Miembros de la Demanda Colectiva que trabajaron durante el Período de la PAGA (*es decir*, los Empleados Agraviados) van a recibir una parte *proporcional* de \$5,000.00 asignada como sanciones de la PAGA, independientemente de si deciden excluirse a sí mismos o no, basándose en el número de Períodos de Pago trabajados por cada Empleado Agraviado durante el Período de la PAGA.

Los registros de las Partes Demandadas indican que usted trabajó [Semanas de Trabajo Elegibles] Semanas de Trabajo como un empleado no exento pagado por hora en California durante el Período de la Demanda Colectiva y [Períodos de Pago Elegibles] Períodos de Pago durante el Período de la PAGA. Basándose en estos registros, su pago estimado como Miembro de la Demanda Colectiva sería de [\$Premio Estimado] y su pago estimado como un Empleado Agraviado sería de [\$Premio Estimado]. Si usted cree que esta información es incorrecta y desea disputarla, usted puede llenar y enviarle por correo al Administrador del Acuerdo el formulario de Disputa de Semanas de Trabajo adjunto a esta Notificación no más tarde del [FECHA LÍMITE DE RESPUESTA]. Por favor, incluya cualquier documentación que usted crea que apoya su disputa.

Declaración de Impuestos

El 100% de los pagos por las sanciones de la PAGA a los Empleados Agraviados va a ser asignado como sanciones en un IRS Form 1099. El 20% de cada Pago del Acuerdo a los Miembros de la Demanda Colectiva que no se excluyan a sí mismos va a ser asignado como salarios e informados en un IRS Form W-2, y el otro 80% va a ser asignado como sanciones e intereses informados en un IRS Form 1099. Esta notificación no tiene la intención de proporcionar asesoramiento legal o fiscal sobre su Parte del Acuerdo.

Su cheque va a ser válido por 180 días después de su emisión. Después de 180 días, los cheques sin cobrar van a ser cancelados y los fondos asociados van a ser transferidos al Fondo de Propiedad No Reclamada del Contralor de California a nombre del Miembro de la Demanda Colectiva, por lo que no dejará ningún "residuo no pagado" sujeto a los requisitos de la Sección 384 del Código de Procedimiento Civil de California, subd. (b).

Sus Opciones en Virtud de este Acuerdo

Opción 1 – Hacer Nada y Recibir su Pago

Si no se excluye a usted mismo/a, usted tiene derecho automáticamente a su Pago Individual del Acuerdo (*es decir*, su parte del Importe Neto del Acuerdo) porque usted es un Miembro Participante de la Demanda Colectiva. Si usted no disputa el cálculo de su parte del acuerdo y no se excluye a usted mismo/a del acuerdo, usted estará obligado por toda la liberación en el acuerdo y va a recibir su Pago Individual del Acuerdo, así como también su Pago Individual en virtud de la PAGA si usted también es un Empleado Agraviado. **En otras palabras, si usted es un Miembro de la Demanda Colectiva, usted no necesita tomar ninguna medida para recibir el o los pagos del acuerdo que se indican arriba.**

Se considerarán Miembros Participantes de la Demanda Colectiva a los Miembros de la Demanda Colectiva que no presenten su exclusión de manera válida y a tiempo (de acuerdo con la Opción 2 que se indica abajo) han liberado, establecido, comprometido, renunciado y descargado, de manera completa, final y para siempre, a las Partes Liberadas de todas las “Reclamaciones Liberadas” que

él o ella puede tener o haber tenido en el momento de la aprobación final de este Acuerdo y el pago por parte de las Partes Demandadas al Administrador del Acuerdo.

Reclamaciones Liberadas de la Demanda Colectiva por los Miembros Participantes de la Demanda Colectiva: Tras la Fecha de Entrada en Vigor y el cumplimiento por parte de las Partes Demandadas de sus obligaciones de pago establecidas en este documento, la Parte Demandante y los Miembros Participantes de la Demanda Colectiva liberan y absuelven para siempre, por la duración del Período de la Demanda Colectiva, todas las reclamaciones basadas en las alegaciones de hecho y los estatutos alegados o que razonablemente podrían haberse alegado en la Demanda sobre la base de los hechos alegados en la Denuncia Operativa. Esto incluye reclamaciones por: (1) no pagar los salarios de horas extraordinarias; (2) no pagar los salarios mínimos; (3) no proporcionar períodos para comer; (4) no proporcionar períodos de descanso; (5) sanciones de tiempos de espera; (6) violaciones de declaraciones de salarios; (7) no pagar a tiempo los salarios; (8) no indemnizar; (9) no pagar los intereses sobre los depósitos; (10) violación de la sección 227.3 del Código de Trabajo; (11) competencia desleal; y (12) todas las reclamaciones afirmadas a través de la sección 17200, y *ss.* del Código de Negocios y Profesiones de California derivadas de las violaciones del Código de Trabajo a que se hace referencia en la Denuncia Operativa.

Reclamaciones Liberadas de la PAGA: Tras la Fecha de Entrada en Vigor y el cumplimiento por parte de las Partes Demandadas de sus obligaciones de pago establecidas en este documento, en la medida permitida por la ley, los Empleados Agraviados liberan y absuelven para siempre, por la duración del Período de la PAGA, todas las reclamaciones por sanciones civiles en virtud de la PAGA basadas en las alegaciones de hecho y los estatutos alegados o que razonablemente podrían haberse alegado en la Notificación de la PAGA de la Parte Demandante y en la Denuncia Operativa en la Demanda. Todas estas son reclamaciones por sanciones civiles basadas en o derivadas de la presunta violación por parte de la Parte Demandada de las secciones 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246 y *ss.*, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2699.3, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432 y 8397.4 del Código de Trabajo, Código de Reglamentos de California, título 8, sección 110404(5)(A) y las Órdenes de Salarios aplicables. Las Reclamaciones Liberadas de la PAGA incluyen una liberación del Estado de California (en la medida en que la Parte Demandante esté autorizado a proporcionar tal liberación para el Estado de California durante el Período de PAGA).

“Partes Liberadas” se refiere a las Partes Demandadas y sus pasados, presentes y futuros predecesores, sucesores, funcionarios, directores, empleados y agentes.

Opción 2 – Darse de Baja del Acuerdo

Si usted no desea recibir su Pago Individual del Acuerdo o liberar las Reclamaciones Liberadas de la Demanda Colectiva, usted puede excluirse a usted mismo/a al presentar una solicitud escrita para excluirse de la Demanda Colectiva. Su solicitud por escrito debe incluir su nombre, firma, los últimos cuatro dígitos del número de su Seguro Social, dirección, correo electrónico o número de teléfono, y cualquier declaración que indique que no desea participar en el acuerdo. Usted puede llenar y enviarle al Administrador el formulario de Solicitud de Exclusión adjunto a esta Notificación. Firme, coloque la fecha y envíe por correo su solicitud de exclusión a la dirección de abajo.

[Administrador del Acuerdo]
[Dirección Postal]

Su solicitud de exclusión por escrito debe ser enviada al Administrador y tener un sello postal de no más tarde del [FECHA LÍMITE DE RESPUESTA]. Si usted envía una Solicitud de Exclusión que no esté matasellada antes de esta fecha, su Solicitud de Exclusión va a ser rechazada y usted va a seguir siendo parte de la Demanda Colectiva.

El acuerdo propuesto incluye el acuerdo de las Reclamaciones Liberadas de la PAGA. Un empleado no puede solicitar una exclusión del acuerdo de una reclamación de la PAGA. Por lo tanto, si la corte aprueba el acuerdo, entonces, incluso si usted solicita ser excluido/a del acuerdo, si usted es un Empleado Agraviado, usted aún va a recibir su Pago Individual en virtud de la PAGA y se considerará que ha liberado las Reclamaciones Liberadas de la PAGA. Una solicitud de exclusión preservará su derecho, en su caso, de presentar de manera individual sólo las Reclamaciones Liberadas de la Demanda Colectiva.

Opción 3 – Presentar una Objeción al Acuerdo

Si usted desea oponerse al Acuerdo, puede presentar una objeción por escrito por correo declarando por qué usted se opone al Acuerdo. Su objeción por escrito debe contar con su nombre, su firma, los últimos cuatro dígitos de su Número del Seguro Social, su dirección, su correo electrónico o número de teléfono, una declaración que indique si usted tiene planes de comparecer en la Audiencia de Aprobación Final y una declaración de la razón o razones, junto con cualquier autoridad legal, si las hay, por las que usted cree que la Corte no debe aprobar el Acuerdo. Usted puede llenar y enviarle al Administrador el formulario de Objeción al Acuerdo adjunto a esta

Notificación. Su objeción por escrito debe ser enviada y sellada por correo al Administrador no más tarde del [FECHA LÍMITE DE RESPUESTA]. Por favor, tenga en cuenta que usted no puede oponerse al Acuerdo y también excluirse a usted mismo/a del Acuerdo. Si usted se excluye a usted mismo/a, entonces su objeción va a ser rechazada. Si la Corte invalida su objeción, usted se verá obligado por el Acuerdo y va a recibir su Parte del Acuerdo.

Incluso si usted no presenta una objeción por escrito, puede comparecer a la Audiencia de Aprobación final y presentar una objeción verbal ante la Corte.

Audiencia de Aprobación Final

Usted puede, si así lo desea, comparecer en la Audiencia de Aprobación Final programada para el [] at []: [] .m. en el Civil Complex Center de la Corte Superior del Condado de Orange, ubicado en 751 W. Santa Ana Boulevard, CA 92701, en el Departamento CX105, y oponerse oralmente al Acuerdo, discutir sus objeciones escritas con la corte y las Partes o de otra manera comentar sobre el Acuerdo a su propio cargo. Usted puede asistir a la audiencia de manera virtual por audio o video en <https://www.occourts.org/general-information/remote-appearance-information/>. Usted también puede contratar a un abogado para que le represente en la Audiencia por su propia cuenta.

Información Adicional

Esta Notificación de un Acuerdo de la Demanda Colectiva es sólo un resumen de este caso y del Acuerdo. Para obtener una declaración detallada sobre los asuntos involucrados en este caso y el Acuerdo, usted puede llamar al Administrador del Acuerdo al número [NÚMERO DE TELÉFONO] o a los Abogados de la Demanda Colectiva, cuya información se encuentra a continuación:

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Usted también puede visitar el sitio web del Administrador del Acuerdo en [SITIO WEB] para obtener acceso a los documentos clave en este caso, incluyendo el Acuerdo de Solución, la Orden que Concede la Aprobación Preliminar de este Acuerdo, la Orden que Concede la Aprobación Final de este Acuerdo y la Sentencia Final. La Sentencia Final va a estar publicada en el sitio web del Administrador del Acuerdo por al menos 180 días..

Usted también puede obtener estos documentos a través del sitio web de la Corte en <https://www.occourts.org/online-services/case-access/>.

Todas las consultas de los Miembros de la Demanda Colectiva con respecto a esta Notificación de Acuerdo de la Demanda Colectiva y/o de Acuerdo deben ser dirigidas al Administrador del Acuerdo o los Abogados de la Demanda Colectiva.

**POR FAVOR, NO CONTACTE AL SECRETARIO DE LA CORTE, AL JUEZ,
A LA PARTE DEMANDADA O A LOS ABOGADOS DE LAS PARTES DEMANDADAS PARA HACER CONSULTAS.**

SOLICITUD DE EXCLUSIÓN

Complete este formulario de Solicitud de Exclusión únicamente si desea excluirse (no participar) del acuerdo de la demanda conocida como *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, presentada ante el Tribunal Superior del Condado de Orange, Caso No. 30-2023-01312351-CU-OE-CXC.

SI OPTA POR NO PARTICIPAR EN EL ACUERDO, NO RECIBIRÁ NINGUNA PARTE DEL MONTO DEL ACUERDO DE LA DEMANDA COLECTIVA. NO OBSTANTE, INCLUSO SI OPTA POR NO PARTICIPAR, USTED SEGUIRÁ RECIBIENDO SU PARTE DEL ACUERDO DE LA LEY DE FISCALES GENERALES PRIVADOS ("PAGA") Y QUEDARÁ VINCULADO A LA LIBERACIÓN DE PAGA.

Confirmo que trabajé en para RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., y/o Martin Vallejo, como empleado no exento y pagado por hora en el Estado de California en algún momento durante el período comprendido entre el 14 de marzo de 2019 y el 22 de noviembre de 2024.

Por favor, exclúyanme de la demanda colectiva en el asunto *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, **No deseo participar en el acuerdo de demanda colectiva propuesto.**

Nombre Impreso: _____

Dirección:

Correo electrónico: _____

Los últimos cuatro dígitos de su número de Seguro Social: _____

Firma: _____ Fecha: _____

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE SOLICITUD DE EXCLUSIÓN DEBE COMPLETARSE, FIRMARSE, ENVIARSE POR CORREO DE PRIMERA CLASE Y LLEVAR SELLO POSTAL A MÁS TARDAR **FECHA LÍMITE DE RESPUESTA**. Envíe este formulario de solicitud de exclusión firmado al Administrador del Acuerdo a la siguiente dirección

Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.

Acuerdo

c/o **[NAME OF ADMINISTRATOR]**

IMPUGNACIÓN DE SEMANA LABORAL

Sólo complete este formulario de Impugnación de Semana Laboral si desea impugnar el número de Semanas Laborales y/o Períodos de Pago que se le atribuyen en el Aviso de Demanda Colectiva Propuesta y Acuerdo de PAGA y Fecha para la Audiencia de Aprobación Final con respecto a la demanda conocida como *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, presentada ante el Tribunal Superior del Condado de Orange, Caso No. 30-2023-01312351-CU-OE-CXC.

Los Miembros de la Demanda Colectiva son todas las personas actual o anteriormente empleadas por RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., y/o Martín Vallejo (“las Partes Demandadas”) como empleados no exentos pagados por hora en el Estado de California durante el período entre el 14 de marzo de 2019 y el 22 de noviembre de 2024 (el “Período de la Demanda Colectiva”).

Los pagos de los Miembros de Clase se calcularán: (a) dividiendo el Monto Neto del Acuerdo entre todas las Semanas Laborales Elegibles atribuidas a los miembros de Clase del Acuerdo y (b) multiplicado por el número de Semanas Laborales Elegibles atribuidas al Miembro de Clase.

Los registros del Demandadas indican que usted trabajó [Semanas Laborales Elegibles] Semanas Laborales como Miembro de Clase durante el Período de Clase y [Períodos de Pago Elegibles] Períodos de Pago durante el Período de PAGA. Con base en estos registros, su pago estimado como Miembro de Clase sería [\$Estimated Award] y su pago estimado como Empleado Agraviado sería [\$Estimated Award]

1. Marque la casilla siguiente SÓLO si desea impugnar el número de Semanas Laborales indicado anteriormente:

Deseo impugnar el número de Semanas Laborales que se me atribuyen en el asunto *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.* Confirmando que trabajé para RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., y/o Martín Vallejo, como empleado no exento y pagado por hora en el Estado de California en algún momento durante el período comprendido entre el 14 de marzo de 2019 y el 22 de noviembre de 2024.

Creo que la cantidad correcta de mis Semanas Laborales trabajadas durante el Período de Clase es _____.

2. Marque la casilla de abajo SÓLO si desea impugnar el número de Períodos de Pago indicados arriba:

Deseo impugnar el número de Períodos de Pago que se me atribuyen en el asunto *Ro Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.* Confirmando que trabajé para RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., y/o Martín Vallejo, como empleado no exento y pagado por hora en el Estado de California en algún momento durante el período comprendido entre el January 8, 2022 hasta el final del Período de la Demanda Colectiva (el “Período de la PAGA”).

Creo que la cantidad correcta de mis Períodos de Pago trabajados durante el Período de PAGA es _____.

Por la presente, autorizo al Administrador del Acuerdo a revisar los registros del Demandado y a tomar una determinación respecto de la validez de mi impugnación.

Nombre Impreso: _____

Dirección: _____

Firma: _____ Fecha: _____

Por favor, incluya cualquier documentación que considere que apoya su disputa. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos.

Si bien el Administrador del Acuerdo puede tomar la decisión inicial con respecto a las disputas sobre reclamaciones, el Tribunal puede revisar cualquier decisión adoptada por el Administrador del Acuerdo en relación con una disputa sobre una reclamación.

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE IMPUGNACIÓN DE SEMANA LABORAL/PERÍODO DE PAGO DEBE SER COMPLETADO, FIRMADO, ENVIADO POR CORREO DE PRIMERA CLASE Y SELLO POSTAL A MÁS TARDAR EL **FECHA LÍMITE DE RESPUESTA**. Envíe este formulario firmado de Impugnación de Semana Laboral/Período de Pago al Administrador del Acuerdo a la dirección

Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.

Acuerdo

c/o [Nombre del Adminiastrador]

OBJECIÓN AL ACUERDO

Complete este formulario de Objeción al Acuerdo únicamente si desea objetarlo a la demanda conocida como *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.*, presentada ante el Tribunal Superior del Condado de Orange, Caso No. 30-2023-01312351-CU-OE-CXC.

SI SE OPONE AL ACUERDO Y SU OBJECIÓN ES DESESTIMADA, SE LE INCLUIRÁ COMO PARTE DEL ACUERDO Y LIBERARÁ SUS RECLAMACIONES PERTINENTES. SI NO DESEA QUE SE LE INCLUYA COMO PARTE DEL ACUERDO, DEBERÁ COMPLETAR EL FORMULARIO POR SEPARADO, TITULADO: "SOLICITUD DE EXCLUSIÓN". NO COMPLETE AMBOS FORMULARIOS. SI COMPLETA AMBOS FORMULARIOS, NO SE TENDRÁ EN CUENTA SU OBJECIÓN Y QUEDARÁ EXCLUIDO DEL ACUERDO Y NO SE LIBERARÁN SUS RECLAMACIONES PERTINENTES.

Confirmando que trabajé en para RJM Vallejo Mini-Market, Inc., MJM Vallejo Mini-Market, Inc., y/o Martin Vallejo, como empleado no exento y pagado por hora en el Estado de California en algún momento durante el período comprendido entre el 14 de marzo de 2019 y el 22 de noviembre de 2024.

Deseo oponerme al acuerdo alcanzado en el asunto *Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.* La naturaleza y el fundamento de la objeción son los siguientes:

Nombre Impreso: _____

Dirección: _____

Correo electrónico: _____

Los últimos cuatro dígitos de su número de Seguro Social: _____

Firma: _____ Fecha: _____

PARA QUE SEA VÁLIDO, ESTE FORMULARIO DE OBJECIÓN DEBE ESTAR COMPLETADO, FIRMADO, ENVIADO POR CORREO DE PRIMERA CLASE Y SELLO POSTAL A MÁS TARDAR EL **PLAZO DE RESPUESTA**. Envíe este formulario de objeción firmado al Administrador del Acuerdo a la dirección

Ricardo Novella v. RJM Vallejo Mini-Market, Inc., et al.

Acuerdo

c/o [Nombre del Administrador]
